

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

RAHEEN SHANDS, Individually and on Behalf of
All Those Similarly Situated,

Plaintiff,

v.

ATLANTA IMPORTS, INC. d/b/a SUVIDHA
INDO-PAK GROCERIES and MANNY SALUJA
a/k/a MANMEET SALUJA, Jointly and Severally

Defendants.

Case No.
1:22-cv-00044-WMR

ORDER

This matter is before the Court on the Parties' Joint Motion to Approve Settlement and Dismiss Lawsuit with Prejudice ([Doc. 18](#); hereinafter "Motion"). The Parties request that the Court review and approve the Settlement Agreement ([Doc. 18-1](#)) and dismiss this action with prejudice. See Lynn's Food Stores, Inc. v. United States, [679 F.2d 1350, 1353](#) (11th Cir. 1982) ("When employees bring a private action for back wages under the FLSA, and present to the district court a proposed settlement, the district court may enter a stipulated judgment after scrutinizing the settlement for fairness") (citations omitted).

The Court has reviewed the Motion, the Settlement Agreement, and the

record. The Court concludes that the terms of the settlement: (1) are is to the plaintiff; (2) reflect a reasonable compromise over the issues that are actually in dispute in this case; and (3) demonstrate a good-faith intention by the parties that the plaintiff's claims be fully and finally resolved. The Court further finds that the settlement: (1) arrived at a fair disposition of the claims; and (2) arrived at a fair and reasonable settlement of the attorneys' fees and costs of litigation. See generally Lynn's Food Stores, 679 F.2d at 1353.

Plaintiff's counsel Charles R. Bridgers has requested a rate of \$435 per hour, Mitchell D. Benjamin has requested a rate of \$435 per hour, and Brandon A. Thomas has requested a rate of \$350 per hour. The Court finds that the hourly rates requested are reasonable, as well as the attorney's fees and costs specified in the Settlement Agreement (Doc. 18-1).

Accordingly,

IT IS HEREBY ORDERED that the Parties' Joint Motion to Approve Settlement and Dismiss Lawsuit with Prejudice (Doc. 18-1) is **GRANTED**. The Settlement Agreement (Doc. 18-1) is **APPROVED**. This action is **DISMISSED**

WITH PREJUDICE. Furthermore, this Court elects to retain jurisdiction over this matter until the terms of the Settlement Agreement have been complied with.

SO ORDERED this 28th day of July, 2022.

William M. Ray II
WILLIAM M. RAY, II
UNITED STATES DISTRICT JUDGE